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14 **THE SUPERIOR COURT OF THE STATE OF ARIZONA**
15 **FOR MARICOPA COUNTY**

16 **STATE OF ARIZONA, EX REL,**
17 **STEPHEN A. OWENS, DIRECTOR,**
18 **ARIZONA DEPARTMENT OF**
19 **ENVIRONMENTAL QUALITY,**

20 **Plaintiff,**

21 **v.**

22 **HONEYWELL INTERNATIONAL INC., a**
23 **Delaware Corporation,**

24 **Defendant.**

Civil Action No. CV2008-018396

CONSENT JUDGMENT

(Non-classified Civil)

RECITALS

25 A. Plaintiff State of Arizona *ex rel.* Stephen A. Owens, Director, Arizona Department
26 of Environmental Quality, ("the State") has filed Complaints alleging that the Defendant
Honeywell International Inc., a Delaware corporation, ("Honeywell") violated Arizona Revised
Statutes ("A.R.S.") Title 49, Chapter 2, Article 5, and rules promulgated thereunder; A.R.S.

1 Title 49, Chapter 5, and rules promulgated thereunder; and A.R.S. Title 49, Chapter 6, and rules
2 promulgated thereunder (the "Complaints"). The State brought claims pursuant to A.R.S. §§ 49-
3 287, 49-924, and 49-1013 seeking injunctive relief and civil penalties. The State and Honeywell
4 are collectively referred to in this Consent Judgment as the "Parties."

5 B. Stephen A. Owens is the Director of the Arizona Department of Environmental
6 Quality ("ADEQ") and has been duly authorized by the State to enter into this Consent
7 Judgment for and on behalf of the State.

8 C. At all times mentioned herein, Honeywell operated its 34th Street Engines facility
9 at 111 South 34th Street in Phoenix, Arizona ("the 34th Street Facility").

10 D. On July 9, 2004, the State filed civil complaint no. CV2004-013146 in the
11 Superior Court of Arizona, County of Maricopa against Honeywell ("First Complaint"). The
12 State amended the First Complaint on July 15, 2005. That amended complaint is referred to as
13 the "First Amended Complaint" throughout this Consent Judgment.

14 E. Some of the State's claims in the First Complaint and the First Amended
15 Complaint were dismissed with prejudice on the basis of motions brought by Honeywell. The
16 remaining claims were dismissed without prejudice by stipulation of the Parties. Final judgment
17 was entered in Civil action no CV2004-013146 on February 27, 2007 (the "Judgment"). The
18 State timely appealed the Judgment on March 22, 2007 (the "Appeal") and the Appeal is
19 pending in the Arizona Court of Appeals.

20 F. On or about August 1, 2008, the State filed a complaint in Maricopa County
21 Superior Court, Civil Action No. CV2008-018396 (the "Second Complaint"). Honeywell,
22 which is named as a defendant in the Second Complaint, acknowledges that it has been provided
23 with a copy of the Second Complaint and waives service of process. Honeywell further
24 acknowledges that it has been fully advised of its right to a trial in the matter and waives the
25 same.
26

G. Honeywell denies the allegations in the First Complaint, the First Amended Complaint, and the Second Complaint (collectively referred to as the “ Complaints”), and further denies any liability for any part of the violations, allegations, or claims in the Complaints.

H. The Parties agree that settlement of the violations alleged in the Complaints is in their respective best interests and in the best interest of the public, and that entry of this Consent Judgment without further litigation is the most appropriate means of resolving the allegations in the Complaints.

I. Honeywell admits the jurisdiction of this Court and that venue is proper in Maricopa County.

J. Honeywell acknowledges that the State has made no promise of any kind or nature other than what is set forth in this Consent Judgment, and that Honeywell has entered into this Consent Judgment voluntarily and after due consideration.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

I. DEFINITIONS

Throughout this Consent Judgment, terms used shall have the same meanings and definitions given to them in Title 49 of the A.R.S., and rules promulgated thereunder (collectively “Title 49”). In addition, the definitions set forth above in the section titled “Recitals” shall apply throughout this Consent Judgment, as well as the following definitions:

“AOC” shall mean the Administrative Order on Consent dated September 19, 1999, entered into between the Arizona Department of Environmental Quality and Honeywell, as more particularly described in the Complaints.

“Day” shall mean a calendar day. In computing any period under this Consent Judgment, where the last day would fall on a Saturday, Sunday, or a State or Federal holiday, the period shall run until the close of business of the next working day.

1 “Effective Date” shall be the date that the Consent Judgment is entered by this Court.

2 “Execution Date” shall be the date that the all of the Parties have signed this Consent
3 Judgment.

4 “Honeywell” means Honeywell International Inc. and its subsidiaries and divisions, and
5 all of its predecessors in interest at any of Honeywell’s facilities in Arizona, including, without
6 limitation, AlliedSignal Inc.

7 If any term is specifically defined in this Consent Judgment and that definition conflicts
8 with the term’s definition in Title 49, the term’s definition in this Consent Judgment shall
9 prevail.

10 II. JURISDICTION AND VENUE

11 A. The Court has jurisdiction over the subject matter of this action and over the
12 parties pursuant to the Arizona Constitution, Article 6, Section 14, as well as A.R.S. §§ 12-123,
13 49-287, 49-923, 49-924, and 49-1013.

14 B. Venue is proper in Maricopa County pursuant to A.R.S. §§ 12-401(17), 49-287(I),
15 49-924(B), and 49-1013(F).

16 III. BINDING EFFECT

17 A. This Consent Judgment shall apply to and be binding upon Honeywell and its
18 officers and directors, successors and assigns, and the State.

19 B. The Parties consent to the terms and entry of this Consent Judgment, and agree not
20 to contest its validity in any subsequent proceeding.

21 C. This Consent Judgment constitutes and embodies the full and complete
22 understanding of the parties and supersedes all prior understandings or agreements, whether oral
23 or in writing, that pertain to the subject matter contained in this Consent Judgment.

24 D. Honeywell shall condition the transfer of ownership or operation, or any other
25 interest in, the 34th Street Facility and any other facilities that are the subject of this Consent
26 Judgment, upon the successful execution of the terms and conditions of this Consent Judgment.

1 E. Honeywell certifies that its undersigned representative is fully authorized to enter
2 into the terms and conditions of this Consent Judgment, to execute it on behalf of Honeywell
3 and to legally bind Honeywell to its terms.

4 IV. RESOLUTION OF OUTSTANDING LITIGATION

5 A. Within three (3) days after the Execution Date, the Parties shall file a stipulation to
6 dismiss the appeal in the Arizona Court of Appeals, which shall also provide that each Party
7 shall bear its own attorneys fees and costs.

8 B. Within fourteen (14) days after the Arizona Court of Appeals issues a mandate to
9 remand the matter that is the subject of the Appeal to the Superior Court, the Parties shall file a
10 joint motion requesting the Superior Court vacate the Judgment and consolidate the remanded
11 matter with the Second Complaint. The failure of the Superior Court to vacate the Judgment or
12 consolidate these matters shall not in any way affect the validity of this Consent Judgment.

13 C. The Parties agree that this Consent Judgment may be entered immediately upon
14 signing by the Court.

15 V. CIVIL PENALTY

16 A. Honeywell shall pay the State the amount of five million United States dollars
17 (\$5,000,000.00) as a civil penalty pursuant to A.R.S. §§ 49-287, 49-924 and 49-1013 within 30
18 days from the Effective Date.

19 B. The civil penalty imposed by the State and agreed to by Honeywell constitutes a
20 debt for a fine, penalty or forfeiture payable to and for the benefit of a governmental unit, is not
21 compensation for actual loss, and is specifically non-dischargeable under 11 U.S.C. § 523(a)(7).
22 Upon entry of this Consent Judgment, the State shall be deemed a judgment creditor for
23 purposes of collecting the civil penalty.

24 C. The State shall have the right to record this Consent Judgment in every Arizona
25 county.
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Chief Financial Officer
Arizona Department of Environmental Quality
Attention: Accounts Receivable
1110 W. Washington Street
Phoenix, Arizona 85007

together with a letter tendering the payment. In the alternative, upon prior written notification to the Chief Financial Officer at the above address, payment may be made by wire transfer to "Arizona Department of Environmental Quality", routing #026009593, account #252844527, or by ACH, routing #122101706, account #252844527.

C. All letters regarding payment shall identify this case by the Parties and the court docket numbers. Copies of the letters shall be sent to the Office of the Attorney General at:

and to ADEQ at:

Michael Clark
Chief Financial Officer
Arizona Department of Environmental Quality
1110 W. Washington Street
Phoenix, Arizona 85007

1 Henry Darwin
2 Administrative Counsel
3 Arizona Department of Environmental Quality
4 1110 W. Washington Street
5 Phoenix, Arizona 85007

6 D. Honeywell shall pay interest on any amount not paid by the due date at the rate
7 established pursuant to A.R.S. § 44-1201 in the same manner permitted under Section VI (A) for
8 the payment of the Civil Penalty. If Honeywell fails to pay the full amount of the Consent
9 Judgment as required, at the election of the State, this Consent Judgment shall become null and
10 void, and the State may take action to seek penalties for any and all violations covered by this
11 Consent Judgment.

12 VII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

13 A. Pursuant to A.R.S. §§ 49-923(D) and 49-1013(F), Honeywell shall conduct a
14 Supplemental Environmental Project ("SEP") by paying one million United States dollars
15 (\$1,000,000.00) to the Western Governors Association to be earmarked for use in the Western
16 Regional Climate Action Initiative (now known as the Western Climate Initiative) to develop
17 regional strategies for addressing climate change through the identification, evaluation, and
18 implementation of collective and collaborative ways to reduce greenhouse gases in the western
19 region of North America.

20 B. Honeywell shall pay the SEP money to the Western Governors Association within
21 thirty (30) days after the Effective Date, and shall inform the Western Governors Association
22 that the money must be used for the Western Regional Climate Action Initiative.

23 C. Honeywell shall have no rights, responsibilities, or obligations regarding the
24 manner in which the SEP money is used by the Western Governors Association or Western
25 Regional Climate Action Initiative.

26 D. Honeywell shall provide the State proof of the payment of the SEP money within
thirty-five (35) days after the Effective Date. All submissions to the State shall be made in the

1 same manner as provided under Section VI(C).

2 E. Any written or oral public statements made by Honeywell in connection with the
3 SEP must state that the money was paid in connection with this Consent Judgment.

4 VIII. MATERIAL BREACH

5 A. Any failure by Honeywell to pay the monetary judgment within the time specified
6 by Section V, or pay for the SEP within the time specified by Section VII shall constitute a
7 material breach and violation of this Consent Judgment. The State, in its sole discretion, shall
8 have the option of either:

9 1. Enforcing this Consent Judgment through the Court, in which case
10 Honeywell shall be liable for interest and additional penalties pursuant to the provisions
11 of A.R.S. § 49-113(B) and the State's reasonable costs and attorneys' fees incurred in
12 enforcing this Consent Judgment; or

13 2. Declaring the Consent Judgment null and void, upon which event the State
14 may pursue the Complaints or refile these actions against Honeywell. In this event,
15 Honeywell shall be barred from alleging the affirmative defenses of estoppel, laches, or
16 the expiration of any statute of limitations. In any future actions for the violations
17 covered by this Consent Judgment, Honeywell shall receive credit for any civil penalties
18 paid to the State pursuant to this Consent Judgment.

19 IX. RELEASE

20 A. Upon payment of the full amount of the Civil Penalty set out in Section V and the
21 Supplemental Environmental Project set out in Section VII, Honeywell, its successors and
22 assigns, and all its past, present, and future directors, officers, and shareholders are released
23 from any and all civil liability to the State for violations arising from facts, events, acts,
24 omissions, conduct or other circumstances constituting a violation that occurred before the
25 Effective Date, regarding:

26 1) Any claims alleged or referenced in the Complaints;

1 2) Any claims that Honeywell violated Title 49, Chapter 5 of the A.R.S. or the
2 rules adopted thereunder, arising out of or associated with ADEQ's August 2-3, 2005
3 hazardous waste inspection of the 34th Street Facility or the resulting October 4, 2005
4 Notice of Violation (ADEQ Case # 36012);

5 3) Any claims that Honeywell violated Title 49, Chapter 5 of the A.R.S. or the
6 rules adopted thereunder, arising out of or associated with ADEQ's February 1, 2006
7 hazardous waste inspection of the 34th Street Facility or the resulting May 9, 2006 Notice
8 of Violation (ADEQ Case # 38813);

9 4) Any claims that Honeywell violated Title 49, Chapter 5 of the A.R.S. or the
10 rules adopted thereunder, arising out of or associated with ADEQ's November 20, 2006
11 and January 2, 2007 hazardous waste inspections of the 34th Street Facility or the
12 resulting March 8, 2007 Notice of Violation (ADEQ Case # 77583);

13 5) Any claims regarding the facts, events, acts, omissions, conduct, conditions
14 or other circumstances described in or arising out of or associated with the self-disclosed
15 environmental audit findings for the Facility that were submitted to ADEQ by Honeywell
16 on or around March 6, 2007 and amended on October 19, 2007 and March 13, 2008;

17 6) Any claims arising out of or associated with the following self-disclosed
18 environmental audit findings for other Arizona Honeywell facilities that Honeywell
19 submitted to ADEQ on or about the dates listed:

20 a) Sky Harbor – November 22, 2006, amended March 13, 2008

21 b) Union Hills – January 23, 2007, amended March 13, 2008

22 c) Kingman Wheel and Brake – March 6, 2007, amended March 13,
23 2008

24 d) Deer Valley Facility and Hangar – April 30, 2007, amended June 15,
25 2007
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- 1 e) Tempe (Warner Road) – May 14, 2007, amended March 13, 2008
- 2 f) Tucson (Oracle Road) – July 31, 2007, amended March 13, 2008
- 3 g) Tucson (Drexel Road) – July 31, 2007, amended March 13, 2008
- 4 h) Glendale (59th Avenue) – July 31, 2007, amended March 13, 2008
- 5 i) Bell Road (Talavi) – September 5, 2007, amended March 13, 2008
- 6 j) Kingman Medical Products – September 27, 2007, amended March
- 7 13, 2008
- 8 k) MROC (27th Street) – December 3, 2007, amended March 13, 2008
- 9 l) Phoenix Service Center (12th Avenue) – December 10, 2007,
- 10 amended March 13, 2008
- 11 m) Chandler Electronic Chemicals – February 15, 2007, amended
- 12 March 13, 2008
- 13 7) Any claims that Honeywell violated the AOC, arising out of or associated
- 14 with:
- 15 a) The July 19, 2004 removal of Sump 4-M from former Building 401
- 16 at the Facility;
- 17 b) The Fall 2004 removal of a degreaser from Building 403 at the
- 18 Facility; and
- 19 c) ADEQ's December 9, 2004 Notice of Violation and Demand for
- 20 Stipulated Penalties;
- 21 8) Any claims that Honeywell violated Title 49, Chapter 5 of the A.R.S. or the
- 22 rules adopted thereunder or the AOC arising out of or associated with reported analytical
- 23 results for waste streams and subsurface structures at the 34th Street Facility that that were
- 24 disclosed to ADEQ by Honeywell in May 2007 and resubmitted to ADEQ on March 6,
- 25 2008;
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1 9) Any claims that Honeywell violated Title 49, Chapter 6 of the A.R.S. or the
2 rules adopted thereunder, arising out of or associated with ADEQ's March 16, 2005 UST
3 inspection of the 34th Street Facility or any notice of violation resulting from that
4 inspection (ADEQ Case # 71100); and

5 10) Any claims that Honeywell violated the AOC or Title 49, Chapter 5 of the
6 A.R.S. and the rules adopted thereunder, arising out of or associated with the reported
7 results of the investigation, subsurface structure survey and soil sampling efforts
8 conducted by Honeywell at the 34th Street Facility between January 1, 2007 and the
9 Effective Date of this Consent Judgment and disclosed to ADEQ in writing prior to the
10 Effective Date of this Consent Judgment in Honeywell's report entitled *Subsurface*
11 *Structure Survey, Phase I & II Sampling Report, Honeywell 34th Street Facility,*
12 *Phoenix, Arizona.*

13 B. This release does not release Honeywell from any criminal liability under any
14 local, state or federal statute or regulation.

15 C. This Consent Judgment does not release Honeywell from its obligations to
16 characterize and clean up the soil and groundwater contamination at or emanating from the 34th
17 Street Facility. Therefore, except as expressly set forth in this Consent Judgment, Honeywell is
18 not released from any liability it may have for removal, response, remedial, or corrective
19 actions, under:

20 1) 42 USC § 9601 *et seq.*, (Comprehensive Environmental Response,
21 Compensation, and Liability Act or CERCLA);

22 2) Title 49, Chapter 2, Article 5 of the Arizona Revised Statutes (WQARF); or

23 3) Title 49, Chapter 6, of the Arizona Revised Statutes (UST).

24
25 D. Honeywell and all present or former parent, sister, or affiliate entities, and each of
26 their directors, officers, employees, agents, servants, attorneys, successors and assigns, release

1 the State, its agencies, departments, officials, employees or agents from any and all claims,
2 known or unknown, which it may have in relation to the allegations contained in the
3 Complaints.

4 X. SEVERABILITY

5 This Consent Judgment is not severable. If any Section of this Consent Judgment is
6 declared invalid or unenforceable by a court of competent jurisdiction, the entire Consent
7 Judgment is rendered invalid and the Parties shall return to the positions they occupied before
8 the execution of this Consent Judgment.

9 XI. APPLICABLE LAW

10 The validity, meaning, interpretation, enforcement and effect of this Consent Judgment
11 shall be governed by the laws of the State of Arizona.

12 XII. MODIFICATIONS

13 Except as provided for herein, there shall be no modifications of this Consent Judgment
14 without written approval of both parties to this Consent Judgment.

15 XIII. ATTORNEY FEES AND COSTS

16 Each party shall bear its own costs and attorney's fees in this action and in the actions
17 covered by the Complaints and the Appeal, except that, as permitted by law, Honeywell shall be
18 liable to the State for any costs and/or attorney's fees incurred by the State to enforce this
19 Consent Judgment.

20 XIV. RESERVATION OF RIGHTS

21 A. Entry of this Consent Judgment is solely for the purpose of settling the
22 Complaints, and except as expressly set forth herein, does not preclude the Plaintiff or any other
23 agency or officer of the State of Arizona, or subdivision thereof, from instituting other
24 administrative, civil or criminal proceedings as may be appropriate now or in the future,
25 initiating a civil or criminal action against Honeywell for violations of A.R.S. Title 49,
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1 Chapters 2, 5, or 6, or the rules promulgated thereunder, or any other violation of Arizona state
2 law, occurring after the Effective Date, except as provided in Section IX.

3 B. This Consent Judgment does not encompass issues regarding violations, sources,
4 operations, facilities or processes of Honeywell not expressly covered by the terms of this
5 Consent Judgment and is without prejudice to the rights or of the State arising under any of the
6 environmental statutes and rules of Arizona with regard to such matters. The State reserves the
7 right to take any and all appropriate legal action against Honeywell for violations that are not
8 covered by this Consent Judgment, as described in Section IX. The State reserves the right to
9 take any and all appropriate action necessary to protect the public health, welfare, or the
10 environment.

11 C. Nothing in this Consent Judgment shall constitute a permit of any kind, or a
12 modification of any permit of any kind, under federal, state or local law. Nothing in this
13 Consent Judgment shall in any way alter, modify or revoke federal, state or local statutes,
14 regulations, rules or requirements. Nor shall this Consent Judgment affect or relieve Honeywell
15 in any manner of its obligations to apply for, obtain and comply with applicable federal, state
16 and local permits. Compliance with the terms of this Consent Judgment shall be no defense to
17 any action to enforce any such permits or requirements. The State does not by its consent to the
18 entry of this Consent Judgment, warrant or aver that compliance with this Consent Judgment
19 will constitute or result in compliance with Arizona law. Notwithstanding the State's review
20 and approval of any materials submitted pursuant to this Consent Judgment, Honeywell shall
21 remain solely responsible for compliance with any other applicable federal, state or local law or
22 regulation. Any submissions made to the State pursuant to this Consent Judgment shall not be
23 interpreted as a waiver or limitation of the State's authority to enforce any federal, state, or local
24 statute or regulation including permit conditions.

1 D. The State shall have the right to take enforcement action for any and all violations
2 of this Consent Judgment and reserves the right to pursue all legal and equitable remedies for
3 such violations.

4 E. This Consent Judgment does not affect any consent orders in effect between the
5 State and Honeywell, except as stated expressly herein.

6 F. The entry of this Consent Judgment shall not serve as a basis for any defenses of
7 claim splitting, estoppels, laches, res judicata, or waiver challenging the State's legal right to
8 bring an action regarding matters not expressly covered by this Consent Judgment.

9 G. The State shall have the right to use the alleged violations that are the subject of
10 this Consent Judgment in any future proceedings brought against Honeywell for the sole
11 purpose of determining the appropriate penalties in that future proceeding. Although Honeywell
12 maintains that it is not liable for any part of the allegations or violations that are the subject of
13 this Consent Judgment, the State shall not be required to prove the allegations or violations in
14 such future proceedings.

15 XV. RETENTION OF JURISDICTION

16 The Court shall retain jurisdiction for the purposes of interpreting, implementing,
17 modifying and enforcing the terms and conditions of this Consent Judgment, to resolve disputes
18 arising hereunder, and to take any action necessary or appropriate for its construction or
19 execution.

20 XVI. TERMINATION

21 The provisions of this Consent Judgment, other than the releases contained in Section IX,
22 shall be satisfied and shall terminate after Honeywell has made the payments required by
23 Sections V and VII of this Consent Judgment.

24 After satisfaction of this Consent Judgment, upon request by Honeywell or after due
25 course, the State shall execute and file a satisfaction of judgment with this Court and in every
26 County this Judgment was recorded.

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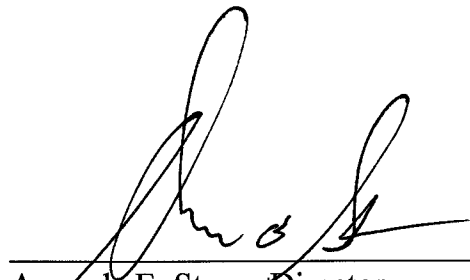
acknowledges that (s)he (1) is authorized by Honeywell International Inc. to sign this Consent Judgment and to bind Honeywell International Inc. to its terms, (2) has read the foregoing Consent Judgment in its entirety, (3) agrees with the statements made in the Consent Judgment, (4) agrees that Honeywell International Inc. will be bound by the terms of the Consent Judgment, and (5) consents to entry of this Consent Judgment by the Court and agrees that Honeywell International Inc. will abide by the same.

MARL

DATED this 15th day of July, 2008.

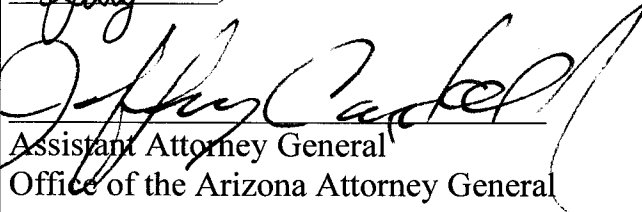
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Amanda E. Stone, Director
Waste Programs Division
Arizona Department of Environmental Quality

Approved as to form this 15th day of
July, 2008:



Assistant Attorney General
Office of the Arizona Attorney General

SO ORDERED this _____ day of _____, _____.

Judge of the Superior Court